

STATE MS. - DESOTO CO.  
FILED

Nov 14 2 49 PM '01

This Instrument prepared by and upon  
recording return to:

Robert D. Ward, Esq.  
Downs Rachlin & Martin PLLC  
90 Prospect Street  
PO Box 99  
St. Johnsbury, VT 05819-0099  
Phone: (802) 748-8324  
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BK 91 PG 782  
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Cross Reference: see Exhibit B attached

### ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is made effective and entered into as of the 1st day of April, 2000, by and between **MEMPHIS CELLULAR TELEPHONE COMPANY**, a New York General Partnership, with its principal offices located at c/o GTE Wireless Incorporated, One GTE Place, Alpharetta, GA 30004 (the "Assignor"), and **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company, with its principal office at c/o Crown Castle International Corp., 510 Bering, Suite 500, Houston, Texas 77057 (the "Assignee"). All terms not otherwise defined herein shall be defined as set forth in that certain Formation Agreement between GTE Wireless Incorporation, a Delaware corporation, the Transferring Partnerships, the Transferring Corporations, Crown Castle International Corp., a Delaware corporation, and Crown Castle GT Corp., a Delaware corporation, dated November 7, 1999, as it may have been heretofore amended (the "Formation Agreement").

### WITNESSETH

WHEREAS, Assignor desires to assign and Assignee desires to accept and acquire that certain site lease, license, easement or similar agreement more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference (the "Site Lease"), and affecting the property and/or the premises more particularly described on Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, if recorded, the Site Lease is evidenced of record as more particularly described on Exhibit B attached hereto and incorporated herein by this reference;

WHEREAS, Assignor as lessor, landlord or licensor has leased or licensed tower space on a telecommunications tower and/or ground space to the lessee(s), tenant(s) or licensee(s) described in that certain lease or license agreement(s) more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "Tower Lease(s)");

WHEREAS, pursuant to the Formation Agreement, Thrasher and the Transferring Entities agreed to grant, contribute, convey, assign, transfer and deliver to Assignee, and Assignee agreed to accept and acquire the Thrasher Contributed Assets and to assume the Thrasher Assumed Liabilities, all as more fully described in the Formation Agreement;

WHEREAS, the Site Lease and the Tower Lease(s) comprise a portion of the Thrasher Contributed Assets; and

WHEREAS, pursuant to the Formation Agreement, Assignee has at the Initial Closing on this date acquired a substantial portion of the telecommunications towers and certain related assets of Assignor in several states in which Assignor does business, as evidenced in part by a Global Contribution, Bill of Sale, Assignment and Assumption (the "Global Assignment").

NOW, THEREFORE, Assignor, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby (and pursuant to the Global Assignment does) unconditionally grant, sell, convey, assign, transfer, set over and deliver the Site Lease and the Tower Lease(s) unto Assignee, as a portion of the Thrasher Contributed Assets, free and clear of all Encumbrances (other than Permitted Encumbrances), as the same exist on the date hereof as set forth and to the extent provided in the Formation Agreement:

Assignee hereby accepts such assignment and agrees to (and pursuant to the Global Assignment does) assume those Thrasher Assumed Obligations that arise out of the Site Lease and Tower Lease(s), as set forth and to the extent provided in the Formation Agreement and Global Assignment;

Assignor hereby acknowledges that the Tower Structure located on the premises demised under the Site Lease, and which comprise a portion of the Thrasher Contributed Assets, has been granted, sold, conveyed, assigned, transferred, set over and delivered to Assignee pursuant to and under the Formation Agreement and Global Assignment; and

Assignee hereby acknowledges that, as of the date hereof, Assignor has located on such Tower Structure certain equipment which is more particularly described on Exhibit D attached hereto and made a part hereof (the "Assignor's Equipment"), which Assignor's Equipment comprises a portion of the Thrasher Excluded Assets. Assignee further acknowledges that notwithstanding anything contained herein to the contrary, no right, title or interest in the Thrasher Excluded Assets, including the Assignor's Equipment, is hereby transferred or assigned to Assignee and all right, title and interest in and to the same is hereby reserved by and unto Assignor.

Notwithstanding anything herein to the contrary, the Thrasher Retained Liabilities are specifically excluded from the Thrasher Assumed Liabilities and shall be retained by Thrasher at and following the execution and delivery of this instrument and the Global Assignment.

Neither the making nor the acceptance of this Assignment shall (i) constitute a waiver or release by any party of any liabilities, duties or obligations imposed upon a party by the terms, conditions and provisions of the Formation Agreement, including, without limitation, the representations and warranties and other provisions which the Formation Agreement provides shall survive the date hereof as limited by the survival periods stated therein or (ii) enlarge, extend, restrict, limit or otherwise modify the terms, conditions and provisions of the Formation

Agreement, including, without limitation, the period of survival of the representations and warranties provided for therein.

Copies of the Formation Agreement, the Global Assignment and the Site Lease are on file in the offices of Assignor and Assignee.

[remainder of page intentionally left blank; signature pages  
for both Assignor and Assignee follow]

Signature Page for Assignment and Assumption Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first written above.

ASSIGNOR:

**MEMPHIS CELLULAR TELEPHONE  
COMPANY**, a New York General Partnership

By: GTE Mobilnet of Memphis Incorporated, a  
Washington corporation (f/k/a Contel  
Cellular of Memphis, Inc.)

By:   
Name: **MICHAEL D. MANKIN**  
Title: **Signing Officer**

Attest:   
Name: **JOANNE F. TODARO**  
Title: **Assistant Secretary**

[Corporate Seal]

**ACKNOWLEDGMENT**

STATE OF GEORGIA  
COUNTY OF FULTON

Personally appeared before me, the undersigned authority in and for State aforesaid, the within named Michael D. Mankin and Joanne F. Todaro, respectively who acknowledged that as Signing Officer and Asst. Secretary, respectively for and on behalf of and by authority of GTE Mobilnet of Memphis Incorporated, a Washington corporation (f/k/a Contel Cellular of Memphis, Inc.), as general partner of Memphis Cellular Telephone Company, he/she signed the above and foregoing instrument and delivered said instrument on the day and year therein mentioned, after first being duly authorize to so do.

Given under my hand and seal of office this 27<sup>th</sup> day of March, 2000.

  
Notary Public:

My Commission Expires



Signature Page for Assignment and Assumption Agreement

ASSIGNEE:

**CROWN CASTLE GT COMPANY LLC**, a  
Delaware limited liability company

By:   
Name: EDWARD W. WALLANDER  
Title: Senior Vice President

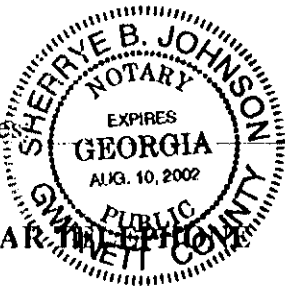
ACKNOWLEDGMENT

STATE OF GEORGIA  
COUNTY OF FULTON

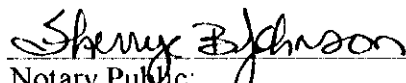
Personally appeared before me, the undersigned authority in and for State aforesaid, the within named Edward W. Wallander who acknowledged that as Senior Vice President for and on behalf of and by authority of Crown Castle GT Company LLC, a Delaware limited liability company, he/she signed the above and foregoing instrument and delivered said instrument on the day and year therein mentioned, after first being duly authorize to so do.

Given under my hand and seal of office this 27<sup>th</sup> day of March, 2000.

My Commission Expires



Assignor:  
**MEMPHIS CELLULAR TELEPHONE  
COMPANY**  
c/o GTE Wireless Incorporated  
One GTE Place  
Alpharetta, GA 30004

  
Notary Public: Sherrye B. Johnson

Assignee:  
**CROWN CASTLE GT COMPANY LLC**  
c/o Crown Castle International Corp.  
510 Bering, Suite 500  
Houston, Texas 77507

**EXHIBIT "A"**  
(MS0005 - Southaven)

Being a description of part of Southaven Partnership Tract described as Lot 1E, Revision of Lot 1, Southview Commercial Park, in the southwest quarter of Section 13, Township 1-South, Range 8-West, recorded in Plat Book 9, Page 50 at the Office of the Chancery Clerk of DeSoto County, Mississippi, said property being more particularly described as follows:

Commencing at the intersection of the north R.O.W. line of State Line Road (as platted) with the west R.O.W. line of Southview Street (50 ft. wide); thence north  $00^{\circ}34'09''$  East along said west R.O.W. line of Southview Street 514.5 feet to a point, said point being the intersection of the west R.O.W. line of Southview Street with the north line of Lot 1E; thence south  $88^{\circ}59'47''$  west along said north line 196.98 feet to the point of beginning; thence south  $00^{\circ}35'56''$  east 99.96 feet to a point in the south line of Lot 1E; thence south  $88^{\circ}58'48''$  west along said south line 60.49 feet to its intersection with the west line of Lot 1E; thence north  $01^{\circ}10'07''$  west along said west line of Lot 1E 99.96 feet to its intersection with the north line of Lot 1E; thence north  $88^{\circ}58'47''$  east along said north line of Lot 1E 61.48 feet to the Point of Beginning, containing 6,096 square feet or 0.14 acres more or less.

TOGETHER WITH the following described Ingress/Egress Utility Easement:

Being a description of part of Southaven Partnership Tract described as Lot 1E, Revision of Lot 1, Southview Commercial Park, in the southwest quarter of Section 13, Township 1-South, Range 8-West, recorded in Plat Book 9, Page 50 at the Office of the Chancery Clerk of DeSoto County, Mississippi, said property being more particularly described as follows:

Commencing at the intersection of the north R.O.W. line of Stateline Road (as platted) with the west R.O.W. line of Southview Street (50 ft. wide); thence north  $00^{\circ}34'09''$  east along said west R.O.W. line of Southview Street 497.49 feet to the Point of Beginning, said point being in the west R.O.W. line of Southview Street; thence south  $88^{\circ}58'47''$  west 196.63 feet to a point; thence north  $00^{\circ}35'56''$  west 17.00 feet to a point in the north line of 196.98 feet to a point in the west R.O.W. line of Southview Street; thence south  $00^{\circ}34'09''$  west along said west line 17.01 feet to the Point of Beginning, containing 3,346 square feet or 0.08 acres, more or less.

**EXHIBIT A-1**

**Site Lease Description**

Lease Instrument dated 10/31/1994 by Southview Partnership, as Lessor and Memphis Cellular Telephone Company, with Contel Cellular of Memphis, Inc. as Managing Partner (as Lessee, as the same may have been heretofore amended or assigned).

**EXHIBIT B**

Recording Information of Site Lease

Document(s) of record in Desoto County, Mississippi Records as follows:

<u>Date Recorded</u>	<u>Book</u>	<u>Page</u>	<u>Instrument #</u>
4/28/1995	68	539	



EXHIBIT C

Co-Location Leases

Initial Lease(s) dated as follows:

Initial Tenants:

as the same may have been heretofore amended

EXHIBIT D

Assignor's Equipment

That certain equipment described and located as follows:

Antenna(s)

<u>Manufacturer</u>	<u>Model</u>	<u>Max ERP</u>	<u>Distance</u>	<u>TIP Height</u>
Decibel Products	DB-874H105	50.00	Mtr	39.00
Decibel Products	DB-874H105	50.00	Mtr	39.00
Decibel Products	DB-874H105	50.00	Mtr	39.00

Microwave Equipment

<u>Manufacturer</u>	<u>Model</u>	<u>Structure Height</u>	<u>Primary Center Line</u>
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N/A

Together with any receiving antenna(s) related thereto and miscellaneous materials associated therewith such as, without limitation, the mounts, cable, ladder, coaxial cable, other similar miscellaneous materials, and equipment cabinets or shelters, as applicable.